



# **SRI BALAJI VIDYAPEETH**

Deemed-to-be University

U/S 3 of UGC Act 1956

Accredited with 'A' grade in the First Cycle by NAAC

## **SBV STANDING ORDERS FOR EMPLOYEES OF SBV – 2017**

**SRI BALAJI VIDYAPEETH (SBV)**  
(DEEMED-TO-BE-UNIVERSITY)  
ACCREDITED WITH A GRADE BY NAAC IN THE FIRST CYCLE  
PILLAIYARKUPPAM, PONDICHERRY 607 402



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## TITLE AND APPLICABILITY:

### SBV STANDING ORDERS FOR EMPLOYEES - 2017

These orders shall come into force the date of approval accorded in the meeting of the Board of Management.

#### 1. Classification of workmen:

##### a. Workmen shall be classified as -

- (1) Permanent
- (2) Probationers
- (3) Temporary
- (4) Casual
- (5) Apprentices
- (6) Contract

b. A **“Permanent”** workman is a workman who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of one year in the same or another occupation in the establishment, including breaks due to sickness, accident, leave, lock-out, strike (not being an illegal strike) or involuntary closure of the establishment. This will be subject to the appraisal rating obtained by the employee.

c. A **“Probationer”** is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed one year service therein. If a permanent employee is employed as a probationer in a new post he may, at any time during the probationary period of one year, be reverted to his old permanent post. The probationer will be deemed to continue on probation till confirmed.

d. A **“Temporary”** workman is a workman who has been engaged for work which is of an essentially temporary nature likely to be finished within a limited period.

e. A **“Casual”** workman is a workman whose employment is of casual nature.

f. **Trainee/Apprentice** - is one who is a learner who may be paid or may not be paid stipend during the period of learning as may be prescribed by the Management. The training/apprenticeship period as may be prescribed by the Management is liable to be terminated at any time without any notice and without assigning any reason whatsoever.

**g. Contract Employees -**

- a. Depending upon the exigencies of work, the Management Committee/ Board/Heads of the Colleges in event of delegation of powers shall have powers to appoint any person to any post on contract subject to conditions to be mutually agreed upon and the provisions stipulated in such contract shall apply accordingly.
- b. An agreement shall be executed between the contract employee and the Management incorporating the terms of contract defining the nature of duties assigned, the period prescribed for completion of work, the remuneration fixed and the facilities to be provided to the contract employee. The contract shall terminate on the date specified in the agreement unless it is extended by the Management before the date of such expiry.
- c. The Management can also enter into contract with duly registered and licensed agencies for work charged contract or labour contract for specific periods or to complete specific jobs. The contract employees so engaged will be the employees of the contractor and not the responsibility of the Management. They will be governed under the agreement for contract and also under the Contract (Regulation and Abolition) Act.
- d. When an employee retires/superannuates the Management at its discretion can engage such ex-employee on contractual basis for a prescribed period and the contract for employment shall come to an end on the expiry of the contractual period.

**2. APPLICATON**

These Service Rules shall apply to all employees on the rolls of the Institution, including Clerical/Nursing/Technical Staff and Workers.

**3. INTERPRETATION OF RULES AND DEFINITIONS**

- 4.1. The Management Committee of SBV shall be the authority competent to interpret these Rules and decision shall be final subject to the certification of the Certifying Officer under the Employee Standing Orders Act.
- 4.2. **Superior** - means an employee's immediate superior official or Head of Department where the employee is placed.
- 4.3. **Notice** - means Notice in writing required to be given or passed for the purpose of these Rules or for any purpose connected to the working of the Institution.

- 4.4. **Competent Authority** - means any officer of the Institution who may be authorized by the Management.
- 4.5. **Appointing Authority** - means Head (HR) or other designated Authority by the Management for the appointment of Nursing Staff/Technical Staff/Clerical Staff and Workers.
- 4.6. **Disciplinary Authority** - will be the Head (HR)/Sr. Personnel Manager.
- 4.7. **Appellate Authority** - in respect of disciplinary action taken by Head (HR) the Appellate Authority shall be the General Manager (Admin)/Medical Superintendent.
- 4.8. **Family** - Family in relation to an employee includes -
- i. The wife or husband as the case may be of the employee, whether residing with him/her or not, but does not include a wife or husband as the case may be, separated from the employee by a decree or order of a competent court.
  - ii. Unmarried Sons or daughters or step-sons or step-daughters of the employee less than eighteen years of age wholly dependent on him or her, but does not include a child or step child who is no longer in any way dependent on the employee or whose custody the employee has been deprived by or under law. However, if the child is handicapped the age factor will not apply.
  - iii. Dependent parents and grandparents.

## 5. GENERAL POLICY MATTERS

- 5.1. **Scale of pay** - The scale of pay applicable to the various posts in the Institution shall be decided by the Management from time to time. The scale of pay/salary of the employees will also be settled through Bi-partite/Tripartite settlement wherever required. The annual increment shall normally accrue on the 1<sup>st</sup> of July every year or any other date as may be fixed by the units with the approval of Managing Committee. **The annual increment will depend upon the performance of each employee and the Appraisal report given by the concerned HOD (which cannot be claimed as a matter of right).**
- 5.2. **Training** - Persons recruited direct or promoted to any post shall undergo such training as prescribed or the Appointing Authority may prescribe induction/refresher course from time to time. If any, trainee employee leaves services; the total cost of training will be recovered from him/her.
- 5.3. **Transfers** - The Management is competent to effect transfer of employees from one Department to another or to any of the units. All such transfers and posting shall be made by the Authority to whom powers in this regard

have been delegated and shall be subject to such conditions as may be specified by that Authority. Transfers forms part of the service and terms of conditions.

- 5.4. **Public Statement** - Prior approval of the Management should be obtained for making any public statements or press announcements or publications which may have relevance to the University/Institution's activities or interest.
- 5.5. **Confidentiality** - It is an essential condition that binds every staff member that he/she shall not at any time during his/her employment with the Mission or its units and thereafter, divulge any information about patients treated at the Institute or any report or other documents relating to patients that might come to his knowledge, in the course of his employment or incidentally thereto, except as authorized by the Management for professional or other purposes. Removal of any such information or passing it on to any outsider or using it for personal gains would be construed as a serious misconduct.
- 5.6. **Gifts and Favours** - No employee shall offer or accept donations, gifts, entertainment, sponsorship to programs or conferences, personal discount or favour of value in his/her relationship with patients or their relatives, suppliers, students, parents or others with whom the University/Institution has or may have in future any type of professional or business transactions.
- 5.7. **Identity Card** - Every employee will be provided with an Identity Card which should be worn while on duty. Every staff member shall, on demand produce his/her card for inspection to any person authorized by the Management. When a staff member ceases to be in employment of the Mission/Institution, he/she shall surrender his/her Identity Card to the Personnel Department before his/her final settlement is affected.
- 5.8. **Dress Code** - All employees are required to observe proper dress code /uniforms/discipline as applicable during duty hours. Deviation will be viewed as misconduct.
- 5.9. **Security Search** - Any employee shall be liable to be detained for search by any of the security personnel or by any Administrative authority, if it is suspected that the concerned staff is in wrongful position of any property belonging to the University/Institution provided that the search shall not be made except in the presence of one or two other persons of the same sex of the suspected staff.
- 5.10. **Attendance Monitoring** - The Management is entitled to introduce Electronic punching system/Biometric system for monitoring Attendance. All employees are required to punch the cards or affix the thumb

impression on coming in for work or leaving the work premises. Non-punching will result in loss of attendance and disciplinary action including wage/salary cut. Every employee should be punctual in his/her attendance. Those who report late for duty more than 10 minutes after commencement of the duty hours, but within 30 minutes on any day will be considered as late on one occasion and every three such occasions in a calendar month will result in loss of one day's Casual Leave and if Casual Leave is not available, one day's Earned Leave will be debited. If Earned Leave is also not available, one day's salary will be deducted. Recurrence of such late attendance beyond grace time will attract disciplinary action. Late attendance beyond 30 minutes on any day will result in loss of half a day's C.L or Loss of Pay thereof. Further if required the employees will have to sign an attendance register in the forenoon and afternoon which will be maintained in the concerned department. The physical absence in the work spot after punching or signing will also attract disciplinary action as above.

**5.11. Vigilance** - It is the duty of every employee to maintain absolute integrity in dealings and if any mal practice is noticed, his dealing should be subject to vigilance view as decided by the Competent Authority for taking suitable action including civil and criminal.

**5.12. Promotion** - Merit will be the criteria for considering promotion to a higher post subject to the condition that he is duly qualified to function in that promoted post. Seniority will be taken into consideration while all other factors remain equal to the position. Promotion will be against sanctioned existing posts only or against posts created specifically by the Management as against justification/requirement. Promotions in all cases will not attract monetary benefits. Appraisal rating will be taken into account as a deciding factor.

## **6. APPOINTMENTS**

**6.1.** Approved vacancies by the Management will be filled up by direct recruitment on need basis. The selection of the candidates shall be made by the Selection Committee constituted for the Institution and the list of candidates recommended by the Selection Committee will be sent for approval by the appropriate Appointing Authority. The approved list of candidates shall be valid for one year and shall lapse thereafter. If an approved candidate selected for appointment by direct recruitment to a post fails to join duty within the date specified by the Appointing Authority, he shall forfeit his right for appointment to the post and his name shall be removed from the approved list provided that in special circumstances, the Appointing Authority may for valid reasons, extend the time limit by a period not exceeding one month.

- 6.2. While calling for candidates with suitable qualification for the posts, the Management can make use of the media and also call for internal candidates if available and suitable. While considering internal candidates, the Appraisal reports will be taken into account for merit and also seniority.
- 6.3. Every employee at the time of Appointment shall be given a written order specifying the terms of Appointment signed by the concerned Appointing Authority. The employee shall sign a copy of the same as a token of his/her acceptance of the appointment and its terms.
- 6.4. All appointments are subject to Medical Fitness certified by a duly authorized medical person, approved by the Management. Any staff may be required to be examined for medical fitness by a duly approved Authority. The appointment is also subject to verification and authentication of all documents relied upon by the employee for proof of experience/qualification/conduct etc.

## **7. CONFIRMATION**

- 7.1. All appointees shall be placed under contract for three years and thereafter for probation for a period of one year on successful completion of the contract period. The period of contract or probation can be extended for a further period of six months only once at the absolute discretion of the Management if the appointee is not found up to the mark. Thereafter the service can be terminated if the appointee does not come up to expectation.
- 7.2. The probation period can also be extended to enable the probationer to acquire any specific qualification or to pass prescribed tests or to enable the Appointing Authority to appraise and to decide whether the probationer is suitable for regular appointment.
- 7.3. The performance appraisal will be the basis for evaluating the performance of the individual for deciding the above factors.
- 7.4. The order extending the probation shall be issued within the prescribed period of probation. However in case the extension order is not issued in time, the probationer will not suo moto be entitled for confirmation unless a specific order is issued.
- 7.5. In case where the probation of a probationer is extended the increment shall be stopped until he is declared to have satisfactorily completed his probation.



- 7.6. The appointment of a probationer or a contract employee is liable to be terminated at any time during the period of probation or extended period of probation or during the contract period or extended period of contract or before his confirmation in writing, without notice or compensation in lieu of notice at the discretion of the Management without assigning any reason whatsoever or as per the terms of employment.
- 7.7. No employee is entitled to be confirmed or to be treated as a permanent staff by reason alone of his having completed the probationary period until the confirmation order is given in writing by the concerned authority and there exists regular vacancy.
- 7.8. Confirmation of medical, nursing and other paramedical staff is subject to successful completion of training and or passing the in-service examination (if any) during the period of probation.

## **8. HOURS OF WORK**

- 8.1. All employees are required to work six days a week, Sundays being weekly holidays unless otherwise decided. Normally, 9 hours inclusive of half an hour break for meals constitute a workday. However for staff in certain departments functioning on round the clock such as Operation Theater, Intensive Care Unit, Wards, Reception, Coronary Care Unit and Transportation and staff in night shifts the spread over of working hours may exceed 9 hours depending upon the situational factors. However, the total work hours shall not normally exceed 48 hours in a week except in case of night shifts or due to some situational factors. The timings will be fixed by the Head of the Institution to facilitate the functioning of the departments. Option is left to the Management to convert all shifts to 8 hours duty.
- 8.2. Normally the office and administrative staff will work in general shift from 8.00 a.m. to 5.00 p.m. with half hour lunch break between 1.00 p.m. to 2.00 p.m. and will work for half a day on Saturday from 8.00 a.m. to 1.00 p.m. working hours include spread over. In other sections, the requirements and timings will vary and will be fixed accordingly.
- 8.3. All employees shall be required to attend emergency call duty as and when called for on any day, including leave, weekly holiday and National and Festival holidays and any other natural calamity or regional/national bundh for which remedial measures will be permitted as per statue.

**9. SHIFT WORKING**

9.1. More than one shift may be worked in a department(s) or any section of a department of the Institute at the discretion of the Management. If more than one shift is worked, the employees shall be liable to be transferred from one shift to another shift. No shift working shall be discontinued without one month's notice being given in writing to the employee prior to such discontinuance, provided that no such notice shall be necessary if the closing of the shift is under an agreement with the employees affected. If as result of the discontinuance of the shift working, any employees are to be retrenched, such retrenchment shall be effected in accordance with the provisions of the Industrial Disputes Act 1947 & Rules made there under. If shift working is re-started, the employees shall be given notice and re-employed in accordance with the provisions of the said Act and Rules.

9.2. Any notice of discontinuance or of restarting of a shift working under these rules shall be served in the following manner -

The notice shall be displayed conspicuously by the employer on the notice board at the main entrance of the establishment. Provided where any registered Trade Union of Workmen exists, a copy of the notice shall also be served by Registered Post on the Secretary of such union.

**9. ATTENDANCE & LATE COMING**

All employees shall be at work at their establishment at-least five minutes before the time fixed and notified for the shift. Employees attending late will be liable to the reductions provided hereunder and under the Payment of Wages Act 1936.

All employees should maintain the allotted biometric timings while swiping.

**10. PAYMENT OF WAGES**

10.1 All wages/ salary will be paid through bank & hence all employees hold open savings bank account at the designated bank.

10.2. All employees will be paid wages on a working day before the expiry of the seventh or the tenth day after the last day of the wage period in respect of which the wages are payable, accordingly as the total number of employees employed in the establishment does not or does exceed one thousand.

**11. STOPPAGE OF WORK**

11.1. The employer may, at any time, in the event of fire, catastrophe, break down of machinery or stoppage of power supply, civil commotion, epidemics or any other cause beyond the control, stop any section or sections of the establishment, wholly or partially for any period or periods without notice.

- 11.2. In the event of such stoppage during working hours, the employees affected shall be notified by notices put upon a notice board in the departments concerned, as soon as practicable when work will be resumed and whether they are to remain or leave their place of work. The employee shall not ordinarily be required to remain for more than two hours after commencement of the stoppage. If the period of detention does not exceed one hour, the employee so detained shall not be paid for the period of detention. If the period of detention exceeds one hour, the employee so detained shall be entitled to receive wages for the whole time during which they are detained as result of the stoppage. No other compensation shall be admissible in case of such stoppages. Whenever practicable, reasonable notice shall be given of resumption of normal work.
- 11.3. In case where employees are laid off the procedure under the Industrial Disputes Act will be followed.
- 11.4. The Management may in the event of a strike affecting either wholly or partially any section or department of the establishment, close down either wholly or partially such section or department or any other section or department affected by such closing down. In such case the employees will not be entitled for any compensation.

## 12. RECORDING OF ATTENDANCE

- 12.1. All employees will personally record their attendance in the Computerized Attendance Recording Machine and Biometric, both at the time of reporting for duty and while breaking off after duty. Recording will also be necessary when the employee leaves the premises on duty or on permission or on leave.
- 12.2. Non-recording of attendance in the above manner by an employee on any day will result in him/her being treated as absent on that day and also loss of pay unless otherwise intimated to the in-charge/HOD etc.
- 12.3. The Identity Card will be provided for the employee at time of joining free of cost. In case of loss or mutilation of the Identity Card, the same should be reported to the Personnel Department in writing through the HOD and a new Identity Card will be provided at the cost Rs. 250/-
- 12.4. Employees should not leave their place of work during working hours without prior permission from their superiors. Employees on shift duties shall leave their place of work only after a reliever reports for the next shift.
- 12.5. One hour permission will be permitted twice a month. The employee should give a note indicating the date and time at which permission was granted duly signed by his/her HOD/HR. Permission will not apply to employees who are working in the shift. It is permissible to avail one hour permission either in the morning or in the evening.

### **13. LEAVE RULES**

- 13.1. General Rules** - For purpose of Computation of leave, the calendar year shall be the leave year.
- 13.2.** The Department Heads will be the leave sanctioning authority for staff members in the respective departments. The Vice Chancellor/HOD will be the sanctioning authority for the University, Dean/MS/HOD will be the sanction authority for the hospital and Dean/Vice Principal/HOD will be the sanction authority for the college.
- 13.3.** Leave shall be recommended or sanction by the authorities judiciously taking into consideration the smooth working of the department/section concerned. At any given time, presence of two-thirds of the employee strength in the department/section should be ensured before granting leave.
- 13.4.** No leave shall be granted on anticipated days of inspection by Medical Council, Dental Council or Nursing Council or Central and State Government Authorities or University or any other Academic or Autonomous bodies, except in circumstances where the employee requires the leave for extra ordinary urgent purposes which cannot be postponed or cancel.
- 13.5.** Leave Records for all other staffs will be maintained in the Personnel Department. The sanctioned leave applications in the prescribed form should be forwarded to the concerned department before he/she proceeds on leave or within 48 hours after reporting for duty in emergent cases where leave form could not be submitted. Accordingly entries will be made in the leave Record Software. Employees are advised to check the leave balance entries within the same month in case of any discrepancies. The attendance registers/swiping entries will be checked by the Personnel Department. In case of introduction of HIS, Leave Applications will be made and sanction online.
- 13.6.** Every effort will be made to grant leave as requested or approved. However, the Management reserves its right to reject the leave/ask the staff member to re-schedule the leave or recall him/her from leave, if warranted by exigencies.
- 13.7.** No leave shall be considered as granted unless and until the sanctioning authority signs the application forms or is sanctioned through HIS online system.
- 13.8.** Normally, extension of leave will not be considered. However, if an employee is compelled to over stay beyond the sanctioned leave period due to circumstances beyond his/her control, he/she must promptly notify the superior and/or the Assistant Manager Personnel/Personnel Department of such overstay and explain the situation to their satisfaction. Violation of this Rule will result in loss of pay and negative assessment of the staff.

- 13.9. Absence from duty without proper sanction of leave will be deemed to be misconduct and will render the staff member concerned liable for disciplinary action in addition to loss of pay. If the employee remains absent for more than 8 days continuously without sanction of leave or beyond the period of leave originally granted or subsequently extended, he/she shall be deemed to have abandoned his employment and to have lost his/her lien of service with the Institution.
- 13.10. The Management expects all employees to enjoy their leave in full every year. However if an employee is unable to do so, he/she may carry forward the un-availed leave to the subsequent year subject to the Rules.
- 13.11. An employee who is required to work on a weekly holiday will be granted compensatory off for a day. In case any employee is required to work extra hours after regular duty hours, the information must reach HR on the next day with the justification.
- 13.12. A Trainee/Apprentice/Contract Employee/Temporary Employee is entitled to only Casual Leave and not Earned Leave/Sick Leave. He/she will be entitled for Sick Leave/E.L only after 1year of his joining. A probationer, however, will be entitled for E.L. for the period of probation. For non-teaching staff, who are not covered under the Employees State Insurance (ESI), they will be entitled to 7 days sick leave during this period of one year.
- 13.13. No employee shall work for wages at any other place during the leave period or at any time during his/her employment in the Institution.
- 13.14. An employee on leave can return to duty before the expiry of the period of leave or cancel the leave, only with the prior approval of the HOD/ Manager Personnel.
- 13.15. In the event of any employee resigning, he/she shall not be entitled to avail more than 3 day of leave (any type of leave) during the notice period as active service during such period is mandatory.

#### 14. CASUAL LEAVE

- 14.1 All employees (Including trainees/Apprentices/Probationers/Contract employees Probationers) are eligible for twelve days of C.L. during the calendar year (i.e., one CL per month). The CL cannot be availed in advance.
- 14.2 C.L. may be availed for half day and for a maximum period of three consecutive days at a time. Casual leave taken on Saturdays will be counted as full day.
- 14.3 Employees availing C.L. should promptly inform their superiors of their need who take leave.
- 14.4 Un-availed C.L. cannot be carried forward to the next year and it shall lapse at the end of each leave year.

- 14.5 C.L. cannot be combined with any other type of leave except duty off, Compensatory off days and public holidays which may be either prefixed/suffixed or intervening to C.L., but the total leave of absence on this account should not exceed 7 days at a time.
- 14.6 If C.L. is followed by S.L./E.L., the whole period will be treated as S.L./ E.L.

### **EARNED LEAVE**

- 14.7 All employees who have completed 1 year service are eligible for twelve days E.L. in a year on the basis of one day for every twenty days worked. No E.L. accrues from the period of training. A Probationer is entitled for E.L. **A contract employee will be eligible for E.L after the first 1 year of appointment, but will lapse at the end of the contract period if not availed.**
- 14.8 Intervening weekly off and holidays will be counted as days of E.L. However, if they are prefixed or suffixed to the E.L., they will not be treated as part of E.L. Similarly, Compensatory off and weekly off can be prefixed or suffixed to E.L.
- 14.9 Normally E.L. can be availed for not less than 3 days at a time.
- 14.10 E.L. may be combined with Sick leave and Maternity Leave.
- 14.11 Un-availed E.L. can be carried forwarded up to a maximum of 30 days. The said 30 days can be again carried forward to the subsequent year if not availed. This principle will be applicable for each year. However, the maximum number of E.L. that can be carried forward and accumulated cannot be more than 60 days.
- 14.12 Employees are advised to plan and intimate their requirement for E.L. as much as in advance as possible, preferably at least 3 days ahead. Earned Leave can be availed for not less than one day up to maximum of ----- days at a time. Intervening holidays and Sundays shall be counted towards total days of Earned Leave.
- 14.13 An employee will not be entitled to take Earned Leave on more than 6 occasions in a Calendar year. Earned leave taken on Medical grounds also will be considered as an occasion for the purpose availing E.L. E.L. cannot be availed for half day.

### **SICK LEAVE**

- 14.14 All employees who have put in one year service will be eligible for sick leave at the rate of 12 days per year. However, for those employees covered under the Employees State Insurance Act 1948, Sick leave will not apply as they will be entitled to the benefits under the Act.
- 14.15 Employees availing Sick Leave should promptly inform their superiors of their need to take leave. Every application should be submitted to the sanctioning authority within 48 hours on joining duty. S.L. for more than

- 3 days should be supported by the Medical Certificate Form from the Institution's Medical Officer.
- 14.16** Sick Leave may be prefixed or suffixed with E.L. and off days. However, intervening weekly offs and holidays will be treated as sick leave.
- 14.17** Sick Leave may be carried forward to the subsequent years and accumulated up to 15 days provided not covered under ESI. An employee who is covered under ESI will not be entitled for Sick Leave.
- 14.18** Sick Leave cannot be en-cashed and cannot be availed for half day except for emergency.

### **MATERNITY LEAVE**

- 14.19** A married female employee who has been confirmed in service of the Institution shall be granted Medical leave as per the provisions of the statute. Intervening weekly offs and holidays will be treated as part of M.L.
- 14.20** M.L shall be granted only for the first two confinements whether during the employee's entire service in the Institution or not.
- 14.21** M.L may be combined with Sick Leave and Earned Leave.
- 14.22** In case the employee is covered under the Employees State Insurance Act 1948, the provisions will not apply.
- 14.23** In case of miscarriage or abortion after 28 weeks of pregnancy, the employee will be entitled to ----- days of maternity leave subject to prior checkup at MGMCRI or SSSMCRI Hospital. Abortion can be done only at recognized hospitals/clinics/doctors by a duly registered gynecologist and certificate should be produced to avail the benefit.

### **SPECIAL LEAVE/DUTY LEAVE**

- 14.24** Attendance for SBV and Institution's sponsored programs both for training in new technologies, continuing education programs, workshops, seminars, exchange programs, hospital tours. The sanction of such leave and the sponsoring of the candidate is the sole discretion of the Management.

With respect to camps on duty, employees sponsored to attend any medical camp, short term training, where there will be night stay, shall be paid allowances like T.A/D.A for the period sanctioned for attending such camps as directed and the period will be considered as "On Duty". TA/DA will be paid only as per rules.

Study leave will be granted at the discretion of the Management to employees who wish to increase their academic qualification during employment as per the following conditions-

- a. "Study leave is applicable to confirmed employees only who have completed five years of service in the Institutions for pursuing

higher education, to undergo special courses, specialized training in professional or technical fields.

- b. Study leave is restricted to 24 months in total, which can be in one stretch or on two occasions.
- c. Grant of study leave shall be without pay or allowances on production of necessary documents after admission to the course.
- d. The leave shall be counted for service period but shall not count for any leave benefits, promotions and increment”.
- e. The employee availing this benefit will give a bond for two years employment in the Institutions on completion of studies and rejoining duty. However this will not confer any right to promotion.

#### **LEAVE ON LOSS OF PAY**

Leave on Loss of Pay may be granted to an employee at the discretion of the HOD/Manager Personnel in exceptional cases. The nature of the exigency shall be clearly recorded. The maximum period of LOP so granted will be 15 days. Any LOP leave over and above 15 days; will be only with the approval of the Head of the Institutions. Normally the maximum days of Loss of Pay will be restricted to 30 days.

#### **15. COMPENSATORY OFF**

Compensatory off is a rest day given to employees whenever they are called upon to work on a holiday or during any time for a period of eight hours other than the scheduled hours of work. Compensatory off shall normally be availed within a month from the date of which becomes due to an employee. It cannot be accumulated for more than three days on any occasion and more than three compensatory off cannot be combined with any type of leave.

#### **16. NATIONAL AND FESTIVAL HOLIDAYS**

- 16.1. The Management will declare 12 days as paid holidays in a calendar year from the notified list issued by the Government of Pondicherry/Tamil Nadu each year.
- 16.2. A notice specifying the days to be observed as National/Festival holidays shall be displayed on the Notice Boards. Those employees on regular shift who are required to work on any of these holidays shall be entitled to extra wages.

#### **17. MEDICAL BENEFITS**

- 17.1. For employees covered under the Employees State Insurance Act 1948 and the Rules there under, they will be covered under the provisions of the Act and Scheme there under for all medical benefits.



17.2. For employees not covered under the ESI Act, they will be eligible for the following medical benefits -

**In-Patient Treatment**

17.3. The Institution will take a Medi-claim Group Insurance Policy to cover In-Patient treatment for all confirmed employees and their dependents (Parents, Spouse & two children below 18 years). The entire premium for the staff and families will be borne by the Institution.

Every employee who is confirmed in the services of the Institution and not covered under ESI can obtain and submit a personal statement form in the prescribed format, duly filling in all the columns therein and signed. Failure to submit the form by the employee will result in the employee not getting the benefits under the Policy.

No employee is eligible for any facility mentioned in the Policy once he/she renders his/her resignation from the service of the Institution. (For more details refer to the Medical Benefits Policy).

**Out-Patient Treatment**

17.4. Such employees will be also eligible for free OP consultation and investigation. Their dependent (Parents, Spouse & two children below 18 years) are eligible for 50% rebate in OP consultation and investigation. Unconfirmed staff will be eligible for free OP consultation & investigation for self only. (For more details refer to the Medical Benefit Policy)

**18. PERFORMANCE APPRAISAL**

Performance appraisal of all staff will be done once a year and when considered for promotion. However for trainees/probationers/employees on contract, the Appraisal will be done as and when required and decided by the Management. Appraisal is necessary before giving confirmation, annual increment, promotion etc. the performance appraisal will be done in the format and manner solely decided by the Management and the conclusion of such appraisal will be final and binding upon all concerned.

**19. REDRESSAL OF GRIEVANCE OF EMPLOYEES**

19.1. All complaints of grievance arising out of employment including those relating to unfair treatment and wrongful application of Service Rules shall be submitted to the immediate In-charge in the first instance and if the concerned staff is not satisfy with the decision or action taken by the immediate In-charge, he/she may refer the matter to the Head of Department who shall thereafter in consultation with the Sr. Personnel Manager/Assistant Personnel Officer examine the matter expeditiously and intimate the decision taken to the concerned staff member. If the staff

member is still not satisfied with the decision of the HOD/Personnel Manager, he/she is permitted to refer the matter to the General Manager (Administration)/Medical Superintendent, whose decision shall be final.

- 19.2. An in-house grievance committee will also be constituted under the Chairmanship of the Head-HR with two internal representatives nominated by the Trade Unions and two representatives nominated by the General Manager (Administration) to deal with any grievance that may be brought before the committee. The meeting will be scheduled once a month.

## **20. CONDUCT RULES**

Misconduct shall mean any act or omission whether specified herein or otherwise, whether amounting to substantive act, abetment or connivance, committed within the premises of the Institution or premises owned by the Institution or any act or omission which in any manner or guise is detrimental to the interest of the Institution or reputation or prestige of the Institution and its establishments whether committed within the premises or precincts thereof or outside the premises. Without affecting the generality of the above, the following shall constitute misconducts.

- 20.1. Willful insubordination or disobedience, whether along or in combination with others to do any lawful or reasonable order of a superior.
- 20.2. Theft, fraud or dishonesty, misappropriation or mischief with the business or property of the Institution or of any other person or persons within the premises of the Institution and includes any such act in connection with the treatment of patients and misbehaving with patients and their attendants.
- 20.3. Causing willful breakage, loss or damage to the property of the Institution or of its patients and their relatives or the employees inside the mission premises and its precincts.
- 20.4. Interference or tampering with any safety device or Biometric system installed in or about the premises of the Institution.
- 20.5. Demonstrating within 500 meters of the Institution premises and/or participation in or inciting others to participate in a strike which is illegal or unjustified or against the provisions of any law, agreement or award or settlement or working in furtherance thereto. This will include sit in strike, lightning strike, pen down strike etc. by whatever name called.
- 20.6. Slowing down in performance of work or inciting or threatening others to slow down or adopting or inciting others to adopt any tactics to that effect by whatever name called.
- 20.7. Committing any act which is subversive to discipline, drunkenness, fighting, riotous or disorderly or indecent behavior while on duty or off duty within or outside the premises during working hours of the Institution. Even if such instance occurs outside the Institution it will be

- construed misconduct if such action or behavior is related to or connected with the employment.
- 20.8.** Threatening, intimidating, coercing, assaulting, interfering with or quarrelling with any person in the premises of the Institution or outside if related to employment.
  - 20.9.** Demanding, taking, offering or giving bribes or any illegal gratification whatsoever.
  - 20.10.** Gambling or betting within the Institution premises or canvassing for sale of tickets or ticket coupons or selling tokens/coupons in connection with any scheme connected with the welfare of the employee or otherwise without the express permission of the Management.
  - 20.11.** Collection of any money within the premises from the employees or other patients within the premises of the Institution, except as sanctioned.
  - 20.12.** Soliciting or collection or promotion of contributions or pledges for any purpose or function at any time in the Institution without prior written approval or permission of the Management.
  - 20.13.** Acting in any manner prejudicial to the interest of the Institution.
  - 20.14.** Furnishing false information regarding Name, Age, Father's Name, Qualification, ability or previous service or any other matter germane to the employment at the time of employment or during the course of employment.
  - 20.15.** Habitual late attendance or irregular attendance.
  - 20.16.** Absence without leave or over staying sanctioned leave for more than four consecutive working days without sufficient grounds or proper or irregular attendance.
  - 20.17.** Negligence in the performance of duty including malingering or slowing down of work and neglect of duty.
  - 20.18.** Absence from work spot without permission or sufficient reason.
  - 20.19.** Purchasing properties, machinery, equipment, stores etc. from or selling properties, machinery, equipment, stores etc. to the Institute or its employees without disclosing the same or without express permission in writing from the General Manager (Administration).
  - 20.20.** Having business dealings with persons having direct or indirect dealing with the business of the Institute.
  - 20.21.** Sleeping while on duty, smoking or drinking within the premises or coming drunk to the work spot.
  - 20.22.** Possession of any lethal weapon, knife, arms or ammunition or explosives within the premises or precincts.
  - 20.23.** Doing money lending business or any other financial business or utilizing one's position as an employee of the Institute for personal gain, inside the premises or at any other place.

- 20.24. Unauthorized use of the property of the Institute or forceful occupation of any part or portion of the premises or its precincts.
- 20.25. Incivility, rude or arrogant behavior towards the visitors, patients, guests or superiors or colleagues of the Institute.
- 20.26. Engaging in any other work for gain or any other purpose than that of the Institute or otherwise taking interest directly or indirectly in any other occupation except with the written permission of the Management.
- 20.27. Willful breach of any expressly prohibited act, failure to observe safety instruction notified for the purpose or interference with any safety device or equipment installed.
- 20.28. Distributing or exhibiting within the premises any hand bills, pamphlets or effigies, picketing or gheraoing.
- 20.29. Refusal to accept any communication from the Management or to acknowledge receipt thereof.
- 20.30. Refusal to carry out any order of transfer.
- 20.31. Refusal to work overtime as permissible by law.
- 20.32. Willful non-cooperation with fellow employees for proper discharge of duties.
- 20.33. Misuse of identity cards issued by the Management.
- 20.34. Leaving work spot without permission or before being properly relieved at the end of the shift/duty.
- 20.35. Not wearing specified uniforms and identity cards while on duty.
- 20.36. Presence in a patient's room or ward without being summoned or not in the course of duty.
- 20.37. Loitering, idling or wasting time during working hours or being within the Institute out of the authorized working hours without previous permission of the HOD.
- 20.38. Disclosing to any unauthorized person any information with regard to the processes, facts or figures, particulars details of work, technical knowhow, security arrangements, administrative or organizational matters of confidential or secret nature, which may come into the position/knowledge of the employees during the course of employment, unless compelled to do so by judicial authority or without written permission from the Management.
- 20.39. Engaging in any civic, political or Trade Union activities within the premises of the Institute or its precincts unless specifically permitted in writing by the Management on special grounds or permitted by law.
- 20.40. Delivering speeches tending to incite or instigate workmen to violence against the Management or Institute or raising slogans against the Management or officers of the Institute.
- 20.41. Creating disturbance during the treatment of patients, interfering in the duties of nurses and doctors, canvassing for reduction in the medical

charges for treatment of patients and pressurizing the authorities for reducing charges.

**20.42.** Acts of immorality whether within or outside the precincts of the Institute and the establishment affecting the reputation of the Institute.

**20.43.** Commission of any act which amounts to a criminal offence under the law of the land.

**20.44.** Prosecuted for any criminal offence by any competent court/authority.

**20.45.** Acting in a manner prejudicial to the interest of the Institute.

**20.46.** Abetment of or attempt to abet any act which amounts to misconduct and breach of any of the rules contained herein.

**20.47.** Committing any act which constitutes harassment of women in work place.

**20.48.** The misconduct can be committed individually or jointly or in furtherance of common intention.

**20.49.** Any other act or omission construed as misconduct by the Management.

### **EXPLANATION**

The above instances of misconduct are illustrative in nature and not exhaustive.

## **21. PREVENTION OF SEXUAL HARASSMENT OF WOMEN IN WORK PLACE**

### **21.1. DUTY OF THE EMPLOYER-**

It shall be the duty of the employer or other responsible persons in work place to prevent or deter the commission of acts of sexual harassment and to provide the procedures for resolution, settlement or prosecution of acts of sexual harassment by taking all steps required.

### **21.2. DEFINITION**

For this purpose, sexual harassment includes such unwelcome sexual determined behavior (whether directly or by implication) as detailed below:

Physical contact and advances;

A demand or request for sexual favors;

Sexually colored remarks;

Showing pornography;

Any other unwelcome physical, verbal or nonverbal conduct of sexual nature;

Where any of these acts is committed in circumstances where under the victim of such conduct has a reasonable apprehension that in relation to the victim's employment or work whether she is drawing salary or

honorarium or voluntary, such conduct can be humiliating and may constitute a health and safety problem. It is discriminatory for instance when the woman has reasonable grounds to believe that her objection would disadvantage her in connection with her employment or work including recruitment or promotion or when it creates a hostile work environment. Adverse consequences might be visited if the victim does not consent to the conduct in question or raises any objection thereto.

### **21.3. PREVENTIVE STEPS-**

All employers or persons in-charge of work place should take appropriate steps to prevent sexual harassment. Without prejudice to the generality of this obligation they should take the following steps:

Express prohibition of sexual harassment as defined above at the work place should be notified, published and circulated in appropriate ways.

Appropriate work conditions should be provided in respect of work, leisure, health and hygiene to further ensure that there is no hostile environment towards women at work places and no woman employee should have reasonable grounds to believe that she is disadvantaged in connection with her employment. Proper dressing rooms or enclosures should be provided for women employees for change of uniforms wherever required.

### **21.4. CRIMINAL PROCEEDINGS**

Where such conduct amounts to a specific offence under the Indian Penal Code or under any other law, the employer shall initiate appropriate action in accordance with law by making a complaint with the appropriate authority. In particular the employer should ensure that victims or witnesses are not victimized or discriminated against while dealing with complaints of sexual harassment. The victims should have the option to seek transfer of the perpetrator or their own transfer.

### **21.5. DISCIPLINARY ACTION**

Where such conduct amounts to misconduct in employment as defined in the relevant Service Rules, appropriate disciplinary action should be initiated by the employer in accordance with those rules.

### **21.6. COMPLAINT MECHANISM**

Whether or not such conduct constitutes an offence under law or a breach of the Service Rules, an appropriate complaint mechanism should be created by the employer's organization for redress of the complaint made

by the victim. Such complaint mechanism should ensure a time bound treatment of complaints.

#### **21.7. COMPLAINTS COMMITTEE**

The complaint mechanism mentioned above, should be adequate to provide, where necessary, a Complaints Committee, a special counselor or other support service, including the maintenance of confidentiality.

The Complaints Committee should be headed by a woman and not less than half its members should be women. Further, to prevent the possibility of any undue pressure or influence from senior levels, such Complaints Committee should involve a third party, either NGO or other body who is familiar with the issue of sexual harassment. The Complaints Committee must make an annual report to the Labour Department of the complaints and action taken by them.

The employer and person in-charge will also report compliance with the aforesaid guidelines including reports of the complaints committee to the Labour Department.

#### **21.8. EMPLOYEES INITIATIVE**

Employees should be allowed to raise issues of sexual harassment at employees meeting and in other appropriate forum and it should be affirmatively discussed in Employer-Employee meetings.

#### **21.9. AWARENESS**

Awareness of the rights of female employees in this regard should be created in particular by prominently notifying the guidelines and appropriate legislation when enacted on the subject in a suitable manner.

#### **21.10. THIRD PARTY HARASSMENT**

Where sexual harassment occurs as a result of an act or omission by any third party or outsider, the employer and the person in-charge will take all steps necessary and reasonable to assist the affected person in terms of support and preventive action including Police action.

## **22. SUSPENSION**

- 22.1. The Appointing Authority or any Authority to which it is subordinate or the Disciplinary Authority or any other Authority empowered in that behalf by the Management by general or special order may place an employee under suspension -
- a. Where a disciplinary proceeding against him is contemplated or is pending, or
  - b. Where a case against him in respect of any criminal offence is under investigation or trial.
- 22.2. An employee who is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention, by an order of the Appointing Authority and shall remain under suspension until further orders.
- 22.3. Where a penalty of dismissal or removal from service imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case is remitted for further enquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of the original order of dismissal or removal and shall remain in force until further orders.
- 22.4. Where a penalty of dismissal or removal from service imposed upon an employee is set aside or declared or rendered void in consequence or by a decision of a court of law and the Disciplinary Authority, on consideration of the circumstances of the case, decides to hold a further enquiry against him/her on the allegations on which the penalty of the dismissal or removal was originally imposed, the employee shall be deemed to have been placed under suspension by the Appointing Authority from the date of the original order of dismissal or removal and shall continue to remain under suspension until further orders.
- 22.5. An order of suspension made or deemed to have been made under this rule may at any time be revoked by the Authority which made or is deemed to have made the order or by any Authority to which that Authority is subordinate.
- 22.6. Depending upon the circumstances and facts of the case, the Disciplinary Authority may temporarily revoke the suspension and permit the delinquent employee to work pending the outcome of the domestic enquiry.

## **23. SUSBSISTANCE ALLOWANCE**

- 23.1. An employee under suspension shall be entitled to draw subsistence allowance equal to 50% of his basic pay provided the Disciplinary



Authority is satisfied that the employee is not engaged in any other employment or business or profession or vocation. In addition, he shall be entitled to 50% of Dearness Allowance and any other allowance of which he was in receipt on the date of suspension, provided the Suspending Authority is satisfied that the employee continues to meet the expenditure for which such allowance was granted.

- 23.2.** Where the period of suspension exceeds 90 days, the Authority which made the order of suspension shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of 90 days as follows -
- a. The amount of subsistence allowance may be increased to 75% of the basic pay and allowance there on if, in the opinion of the Authority, the suspension has been prolonged for reason to be recorded in writing, not directly attributable to the employee under suspension.
  - b. The amount of subsistence allowance may be reduced to 25% of the basic pay and allowance there on, if in the opinion of the said Authority, the period of suspension has been prolonged due to the reasons to be recorded in writing, directly attributable to the employee under suspension.
- 23.3.** Where the enquiry is by an outside agency or as the case may be, where criminal proceedings against the employee are in progress or under trail, the subsistence allowance shall for the first 180 days from the date of suspension be equal to 50% of his basic pay and allowances. If such enquiry or criminal proceedings gets prolonged and the employee continues to be under suspension for a period exceeding 180 days, the subsistence allowance shall be paid at 75% of such salary, provided where such enquiry or criminal proceedings is prolonged beyond 180 days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding 180 days, be reduced to 25% of such salary.
- 23.4.** If an employee is arrested by the Police or CBI or Customs or any law enforcing agency on criminal charge and bail is not granted, no subsistence allowance is payable. On grant of bail, if the Competent Authority so decides, the subsistence allowance shall be continued from the date of bail, subject to the rates stipulated in Rule 23.3.

## **24. TREATMENT OF SUSPENION PERIOD**

- 24.1.** When the employee under suspension is reinstated, the Competent Authority may grant to him the following pay and allowance for the period of suspension -
- a. If the employee exonerated and not awarded any of the penalties mentioned in Rule 26, the full pay and allowances which he would

have been entitled to if he had not been suspended, less the subsistence allowance and reduced D.A and other allowances already paid to him during the suspension period; and

- b. If otherwise, such proportion of the pay and allowance as the Competent Authority may prescribed.

**24.2.** In case the order of suspension is confirmed as substantive punishment for entire or part of the period of suspension, then the relevant period will be marked as suspension and part thereof if condoned will be treated as spent on duty and he will be entitled for full pay for the concerned period as stipulated in 25.1.a.

## **25. PENALTIES**

The following penalties may be imposed on an employee as herein after provided for misconducts committed by him or for any other ground and sufficient reasons and for violation of any of the rules provided herein.

### **25.1. Minor Penalties**

- a. Censure or warning
- b. Suspension
- c. Withholding of increment of pay with or without cumulative effect
- d. Withholding of promotion
- e. Recovery from pay or such other amount as may be due to the employee of the whole or part of any pecuniary loss caused to the Institution by negligence or breach of orders or wanton act or omission
- f. Fine

### **25.2. Major Penalties**

- a. Reduction to a lower grade or post or to a lower stage in a time scale
- b. Discharge
- c. Dismissal or termination

**EXPLANATION-** the following shall not amount to penalty within the meaning of this rule -

- a. Withholding of increment of an employee on account of his work being unsatisfactory or not being of the required standard or failure to pass the prescribed test or examination.
- b. Stoppage of an employee at the efficiency bar in a time scale on the ground of his unfitness to cross the bar.
- c. Non promotion whether in an officiating capacity or otherwise of an employee, to a higher post for which he may be eligible for a consideration but for which he is found unsuitable after consideration of his case.
- d. Reversion to a lower grade or post of an employee officiating in a higher grade or post on the ground that he is considered after trial to be unsuitable for such higher grade or post or on administrative grounds incompatible with his conduct.

- e. Reversion to his previous grade or post, of an employee appointed on probation to another grade or post, during or at the end of the period of probation in accordance with the terms of his appointment.
- f. Termination of service of an employee appointed on probation during or at the end of the period of probation in accordance with the terms of his appointment.
- g. Termination of service of an employee appointed in a temporary capacity, otherwise than under a contract or agreement, on the expiration of the period for which he was appointed or earlier in accordance with the terms of his appointment.
- h. Termination of service of an employee appointed under a contract or agreement in accordance with the terms of such contract or agreement.
- i. Termination of service of an employee on reduction or closure of the establishment.

## **26. DISCIPLINARY AUTHORITY**

The Competent Authority will also be called the Disciplinary Authority for purpose of this rule and it may impose any of the penalties specified in Rule 26.

## **27. PROCEDURE FOR IMPOSING PENALTIES**

- 27.1. No order imposing any of the penalties specified in Rule 26 shall be made except after an enquiry is held in accordance with this rule.
- 27.2. Whenever the Disciplinary Authority is of the opinion that there are grounds for enquiring into the truth of any imputation of misconduct or misbehavior or breach of rules against an employee it may itself enquire into or appoint any one including an outsider (herein after called Enquiry Officer) to enquire into the truth thereof.
- 27.3. Where it is proposed to hold an enquiry, the Disciplinary Authority shall frame definite charges on the basis of the allegations against the employee. The charges, together with the statement of allegations/incident report on which they are based, shall be communicated in writing to the employee, who shall be required to submit within such time as may be specified by the Disciplinary Authority (not less than 4 days and not more than 15 days), a written statement or explanation, whether he admits or denies any of or all the charges leveled against him.

EXPLANATION-It will not be necessary to show the documents listed with the charge sheet or any documents to the employee at this stage.

- 27.4. On receipt of the written statement or explanation, or if no such statement or explanation is received within the stipulated time, an

- enquiry may be held by the Disciplinary Authority itself or by any one appointed as an Enquiry Officer under Rule 28.1 and 28.2.
- 27.5.** Provided that it may not be necessary to hold an enquiry in respect of the charges admitted by the employee in his written statement or explanation. The Disciplinary Authority shall, however, record its findings on each such charge.
- 27.6.** Where the Disciplinary Authority itself enquires or appoints an Enquiry Officer for holding the enquiry, it may by an order appoint a “Presenting Officer” to present on its behalf the case in support of the articles of charges.
- 27.7.** The employee may take the assistance of any other co-employee/ colleague, but may not engage a legal practitioner or outsider for that purpose.
- 27.8.** On the date fixed by the Enquiring Authority, the employee shall appear before the Authority at the time, place and date specified in the Enquiry Notice. The Enquiry Authority shall ask the employee whether he pleads guilty or has any defense to make and if he pleads guilty to any of the charges, the Enquiry Officer shall record and obtain the signature of the employee concerned thereon and the Enquiry Authority shall return a finding of guilt in respect of those articles of charge to which the employee concerned pleads guilty.
- 27.9.** If the employee does not plead guilty, the Enquiry Officer shall adjourn the case to a later date not exceeding 15 days, after recording an order that the employee may, for the purpose of preparing his defense-
- a. Inspect the documents listed with the charge sheet.
  - b. Submit a list of documents and witnesses that he wishes to examine and
  - c. Be supplied with the copies of statements of witnesses if any listed by the prosecution.
- NOTE: The relevancy of the documents and witnesses referred in Rule 28.9.b above will have to be given by the employee concerned and the documents and witnesses shall be summoned only if the Enquiring Authority is satisfied about their relevancy to the charges under enquiry. In case of rejection, the reasons there for shall be recorded by the Enquiry Authority.
- 27.10.** The Enquiring Authority shall ask the Authority in whose custody or possession the documents are kept for the production of the documents on such date as may be specified.
- 27.11.** The Authority in whose custody or possession the requisitioned documents are, shall arrange to produce the same before the Enquiring Authority of the date, place and time specified in the requisition notice, provided that the Authority having the custody or possession of the requisitioned documents may claim privilege if the production of such

documents will be against the interest of the Institution or are in confidential in nature. In that event, it shall inform the Enquiring Authority accordingly.

- 27.12.** On the date fixed for the enquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be examined by or on behalf of the presenting officer and may be cross-examined by or on behalf of the employee. The Presenting Officer shall be entitled to re-examine the witness on any points on which they have been cross-examined, but not on a new issue, without the leave of the Enquiring Authority. The Enquiring Authority may also put such questions to the witnesses as it thinks fit.
- 27.13.** Before the close of the prosecution case, the Enquiring Authority may, in its discretion, allow the presenting officer to produce evidence not included in the charge sheet or may it call for new evidence or recall or re-examine any witness. In such cases the employee shall be given opportunity to inspect the documentary evidence before it is taken on record or to cross examine a witness, who has been so summoned.
- 27.14.** When the case for the Disciplinary Authority is closed, the employee may be required to state his defense orally or in writing, as he may prefer. If the defense is made orally it shall be recorded and the employee shall be required to sign the proceedings. In either case, a copy of the statement of defense shall be given to the Presenting officer.
- 27.15.** The evidence on behalf of the employee shall then be produced. The employee may examine himself in his own behalf, if he so prefers. The witnesses produced by the employee shall then be examined and shall be liable to cross-examination, re-examination and examination by the Presenting Officer and the Enquiring Authority if he so desires to elucidate facts.
- 27.16.** The Enquiring Authority may, after the employee closes his case and shall, if the employee has not examined himself, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling the employee to explain any circumstances appearing in the evidence against him.
- 27.17.** The Enquiring Authority may, after completion of the production of evidence hear the Presenting Officer, if any, appointed and the employee or permit them to file written brief of their respective cases, if they so desire.
- 27.18.** If the employee does not submit the written statement of defense referred to above on or before the date specified for the purpose or does not appear in person or through the assisting officer or otherwise fails or refuses to comply with any of the provisions of these rules, the Enquiring Authority may hold the enquiry ex-parte, after due notice.

**27.19.** Whenever the Enquiring Authority, after having heard and recorded the whole or part of the evidence in the enquiry ceases to exercise jurisdiction therein and is succeeded by another Enquiring Authority which has, and which exercises, such jurisdiction, the Enquiring Authority, so succeeding may act on the evidence so recorded by its predecessor or partly recorded by itself. Provided that if the succeeding Enquiring Authority is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is necessary in the interest of justice, it may recall, examine, cross-examine and re-examine any such witnesses as herein before provided.

**27.20.** After the conclusion of the enquiry,

1. A report shall be prepared by the Enquiring Authority and it shall contain (a) A gist of the articles of charges and the statement of the imputations of misconduct or misbehavior (b) A gist of defense of the employee in respect of the articles of charge (c) An assessment of the evidence in respect of each article of charge (d) The findings on each article of charge and the reasons thereof.

**Explanation:** If in the opinion of the Enquiring Authority the proceedings of the enquiry establish any article of the charge different from the original articles of charge, it may record its findings on such article of charge. Provided that the findings on such articles of charge shall not be recorded unless the employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.

2. The Enquiring Authority, where it is not itself the Disciplinary Authority shall forward to the Disciplinary Authority the records of enquiry which shall include (a) The report of the enquiry prepared by it under clause 28.20.1 above (b) The written statement of defense if any, submitted by the employee (c) The oral and documentary evidence produced in the course of the enquiry (d) Written briefs referred above if any (e) The orders, if any, made by the Disciplinary Authority and the Enquiring Authority in regard to the enquiry.

**27.21.** If it is not expedient or conducive to hold an enquiry into the charges due to external or internal adverse influence or threat, the punishment can be inflicted without conducting the enquiry and thereafter conducting the enquiry before the appropriate Authority or Labour Court in case a dispute is raised and the same comes up for adjudication.

## **28. ACTION ON THE ENQUIRY REPORT**

**28.1.** The Disciplinary Authority, if it is not the Enquiring Authority, may for reasons to be recorded by it in writing remit the case to the Enquiring Authority for fresh or further enquiry and report. The Enquiring Authority shall thereupon proceed to hold further enquiry according to the provisions of Rule 28 as far as may be.

**28.2.** The Disciplinary Authority shall, if it disagrees with the findings of the Enquiring Authority on any articles of charge, record its reasons for such disagreement and record its own findings on such charge if the evidence on record is sufficient for the purpose.

**28.3.** If the Disciplinary Authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in Rule 26 should be imposed on the employee, it shall make and order imposing such penalty.

**28.4.** If on the conclusion of the inquiry or, as the case may be, of the criminal proceedings, the workman has been found guilty of the charges framed against him and it is considered, after giving the workman concerned a reasonable opportunity of making representation on the penalty proposed that an order of dismissal or suspension or fine or stoppage of annual increment or reduction in rank would meet the ends of justice, the employer shall pass an order accordingly.

Provided that when an order of dismissal is passed under this clause, the workman shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period, and the subsistence allowance already paid to him shall not be recovered:

Provided further that when an order of suspension is passed under this clause and the period between the date on which workman was suspended from duty pending the enquiry or investigation or trial and the date on which the final order of suspension was passed exceeds thirty days, the workman shall be deemed to have been suspended only for sixty days or for such shorter period as is specified in the said final order of suspension and for the remaining period he shall be entitled to the same wages as he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period:

Provided also that where an order imposing fine or stoppage of annual increment or reduction in rank is passed under this clause, the workman shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period:

Provided also that in the case of a workman to whom the provision of clause (2) of Article 311 of the Constitution applies, the provisions of that Article shall be complied with.

If on the conclusion of the inquiry or, as the case may be, of the criminal proceedings, the workman has been found to be not guilty of the charges framed against him, he shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period and an order exonerating the employee concerned shall be passed.

## **29. COMMUNICATION OF ORDER**

Orders made by the Disciplinary Authority under Rule 29 shall be communicated to the employee concerned who shall be supplied with copy of the report of the enquiry if any. The principles of natural justice will be followed while taking disciplinary action as per Law and Judicial precedents; including issue of second show cause notice, considering this explanation there to and also issuing notice as to be punishment to be inflicted and seeking is explanation.

## **30. COMMON PROCEEDINGS**

Where two or more employees are concerned in a case, the Authority competent to impose penalty on all such employees may make an order directing that disciplinary proceedings against all of them may be taken in a common proceeding and the specified Authority may function as the Disciplinary Authority for the purpose of common proceedings.

## **31. SPECIAL PROCEDURE IN CERTAIN CASES**

Notwithstanding anything contained in the above Rules, the Disciplinary Authority may impose penalties specified in Rule 26 in any of the following circumstances:

1. The Employee has been convicted on a criminal charge or on the strength of facts and conclusions arrived at by a judicial trial or
2. Where the Disciplinary Authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an enquiry in the manner provided in these Rules, or
3. Where the Disciplinary Authority is satisfied that in the interest of the security of the Institution, it is not expedient to hold an enquiry in the manner provided in these Rules.



### **32. EMPLOYEES ON DEPUTATION**

Where employees are deputed from the Institution/SBV and other of its Units to any of its Colleges, the Authority lending the services of the employee shall be informed of the circumstances leading to the order of the suspension or the commencement of the disciplinary proceedings as the case may be.

If the Disciplinary Authority is of the opinion that any of the minor penalties should be imposed on him, it may pass such orders on the case as it deems necessary after consultation with the Lending Authority, provided that in the event of difference of opinion, the services of the employee shall be placed at the disposal of the Lending Authority.

If the Disciplinary Authority is of the opinion that any of major penalties should be imposed on him, it should replace his services at the disposal of the Lending Authority and transmit to it the proceedings of the enquiry for such action as is deemed necessary.

If the employee on deputation, submits an appeal against an order imposing minor penalty on him to the Appellate Authority it will be disposed off after consultation with the Lending Authority, provided that if there is difference of opinion the proceedings of the case shall be transmitted to the Lending Authority for such action as it deems necessary

### **33. APPEALS**

**33.1.** An employee may appeal against an order imposing upon him any of the penalties specified in Rule 26 or against the order of suspension. The appeal shall lie to the authority specified in the schedule.

**33.2.** An appeal shall be preferred within one month from the date of communication of the order appealed against. The appeal shall be addressed to the Appellate Authority specified in the scheduled (Annexure -I) and submitted to the Authority whose order is appealed against. The Authority shall forward the appeal together with its comments and record of the case to the Appellate Authority within 15 days. The Appellate Authority shall consider whether the findings are justified or whether the penalty is excessive or inadequate and pass appropriate orders within 1 month from the date of appeal. The Appellate Authority may pass orders confirming, enhancing, reducing or setting aside the penalty or remit the case to the Authority with such directions as it may deem fit in the circumstance of the case, provided if the enhanced penalty which the Appellate Authority proposes to impose is a major penalty specified in Rule 26, the reasons for such enhancement may be given in detail after taking into consideration the material on record.

#### **34. SERVICE ORDERS/NOTICES**

Every order, notice and other process made or issued under these Rules shall be served in person on the employee concerned or be communicated to him by Registered post at his last known Address and by affixing the same in the notice board if necessary or by publication.

#### **35. RETIREMENT/SUPERANNUATION**

**35.1.** Every employee of the Institution shall retire from the service on the afternoon of the last working on which he attains the age of 60 years.

Notwithstanding this, if the Management is of the opinion that it is in the interest of the Institution, he can continue the service of such employee on contract till the age of 65 years at its discretion for non-teaching staff and 70 years for teaching staff of Medical/Dental/Nursing colleges.

**35.2.** In case of Faculty and Doctors the retirement age will be 70 years and can be continued on contract till the age of 75 years subject to the discretion of the Management.

**35.3.** The Management can also retire an employee prematurely on his attaining the age of 50 years on grounds of (1) Medical unfitness, (2) Inefficiency and (3) Doubtful integrity, and the grounds and criteria for judging the above condition of the employee for imposing premature retirement are as under -

##### **MEDICAL UNFITNESS -**

a) If an employee has been continuously on leave on medical grounds for a period of twelve weeks (including off days and holidays) or has been on leave for reasons of sickness for a total period of 120 days (including off days and holidays) or more than a continuous of six months or if a person though attending duty is found to be mentally deranged, his Departmental Head may refer him to the Panel of Doctors fixed for this purpose for his thorough Medical Examination and for report of the following -

- The Disease he is suffering from
- Whether it is curable or incurable
- Whether the disease is infectious / contagious
- In case of curable disease, whether the person is likely to be fit to resume duty within a period of 12 months.

b) If the person is not fit to resume duty within a period of 12 months and in case the employee is suffering from incurable, infectious disease, mental derangement and whose service cannot be utilized by the Institution or whose attendance is likely to pose health hazard to others as may be certified by the medical panel, premature retirement will be considered.

c) This premature retirement on medical grounds is independent of and without prejudice to the right of the Institution under the contract of

employment to dispense with the services of an employee on the notice period provided therein on grounds of medical unfitness even though the employee has not attained 50 years of age.

#### **INEFFICIENCY -**

Inefficiency would be evaluated on the basis of Appraisal Reports. An employee whose confidential reports are considered less than “Good” or less than “Satisfactory” for three years continuously may be deemed as a fit case for premature retirement. However the Management will be cautious in coming to this conclusion and will take into account his performance and other circumstances during his service.

#### **DOUBTFUL INTEGRITY -**

An employee who gets adverse comments consecutively for three years on his integrity in his confidential reports would be recommended for premature retirement.

The following benefits will be provided for such retiring employees -

- a) Pay for the notice period of one month/three months as may be applicable to him under his terms and conditions of service, plus leave salary for unavailed Earned Leave as per leave Rules.
- b) Full Provident Fund Contribution of the employer with accretions thereto in the account of the employee, subject to the provisions of the PF Act and Rules.
- c) Statutory benefits as provided under the existing laws of the land.

### **36. APPRAISAL REPORTS OR CONFIDENTIAL REPORTS**

- 36.1.** The Performance Appraisal reports or Confidential Reports shall be prepared for every year in April for each employee in the format prescribed for each category of employees.
- 36.2.** At the end of each accounting year, the Reporting Officer will prepare the C.R's carefully and fill up each column in relation to the employees working under him. The Reviewing Authority will certify the attitude of the Reporting Officer towards the employee during the period under review and finally the Accepting Authority will endorse his comments on the Appraisal Report.
- 36.3.** The details as to who will be the Reporting Officer, Reviewing Authority & Accepting Authority in each case will be specified in the Annexure.

**36.4.** In the event of any adverse entry in the Appraisal Report, the same shall be communicated to the concerned employee and the Competent Authority shall consider the representation of the employee before the adverse entry is accepted or rejected.

**36.5.** In case of adverse entries in the Appraisal Report, the concerned employee may not be considered for promotion or may be subjected to disciplinary action for nonperformance and termination where necessary as per the service conditions or appointment order.

### **37. POWER TO RELAX TIME LIMIT AND CONDONE DELAY**

Save as otherwise expressly provided in these rules, the Authority competent under these rules to make any order, may for good and sufficient reasons or if sufficient reason is shown, extend the time specified in these rules for anything required to be done under these rules or condone the delay.

### **38. RETURN OF PROPERTY**

An employee leaving the service of the Institution shall return the property or books entrusted with him or lent to him in connection with his employment. In case of any loss or damage of the property/books, the cost shall be recoverable from any amount payable to him. The Institute also reserves its right to sue the individual in case of failure to comply with this rule.

On resignation of an employee, the Managers/Doctors are barred from issuing any certificate in the Administrative capacity to that employee concerned.

### **38.1. SETTLEMENT OF STATUTORY DUES**

All employees will be eligible for settlement of applicable statutory dues entitled on account of various enactment like the Provident Fund Act, Maternity Benefit Act, Employees State Insurance Act, Workman Compensation Act etc. and also as per the terms and conditions of employment, upon proper relief from work.

### **39. TRANSPORT AND QUARTERS**

Employees will not be entitled for Transport as of right. At the discretion of the Management and depending upon availability of vehicles, transport to and fro to the work spot may be considered on the basis of the genuineness and health grounds for each case.

The Quarters will be provided for the employees at the discretion of the Management and availability. Preference will be given to Faculty and Nursing staff and others who come under essential category.

**40. REMOVAL OF DOUBTS**

Where a doubt arises as to the interpretation of any of these rules, the matter shall be referred to the Management Committee for final decision.

**41. AMENDMENTS**

The Management Committee may amend, modify or add to these Rules from time to time and all such amendments, modifications and additions shall take effect from the date stated therein.

| Sl.No | Role        | Name                        | Designation                         | Signature   |
|-------|-------------|-----------------------------|-------------------------------------|---|
| 1     | Prepared by | Mr. Balamukunthan           | Sr. Personnel Manager, MGMCRI       |  |
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| 2     | Reviewed by | Mr. Ralph Alexander Mathews | Legal Officer & Head HR, SBV        |  |

Approved by: Prof. A.R. Srinivasan, Registrar, SBV

